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IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
Alexandria Division

USMAN L. JALLOH,)	No.
Plaintiff,)	
)	
)	COMPLAINT
vs.)	AND DEMAND FOR JURY TRIAL
)	
)	
AIR FRANCE-KLM, S.A.,)	
AIR FRANCE, and DELTA AIR LINES,)	
INC.,)	
Defendants.)	
_____)	

For his Complaint against Defendants, AIR FRANCE-KLM, S.A., AIR FRANCE (collectively "AIRFRANCE"), and DELTA AIR LINES, INC. ("DELTA"), Plaintiff, USMAN L. JALLOH, alleges the following:

Jurisdiction

This Court has jurisdiction over this civil matter pursuant to 28 U.S.C. §1331 because this is an action arising under an international treaty to which the United States is a party, specifically the Convention for the Unification of Certain Rules for International Carriage by Air Done at Montreal on 28 May 1999, ICAO Doc. No. 9740 (entered into force November 4, 2003), reprinted in S. Treaty Doc.106-45, 1999 WL 33292734 (the "Montreal Convention").

Venue

Venue is proper in this District pursuant to 28 U.S.C. §1391, because a substantial part of the events or omissions giving rise to the claim occurred at and/or *en route* to Washington Dulles International Airport (IAD) located in Loudoun County within this District, and AIRFRANCE and DELTA are deemed by that statute to reside in any judicial district in which they are subject to the Court's personal jurisdiction with respect to this civil action, and/or in any district within Virginia within which their contacts would be sufficient to subject them to personal jurisdiction if that district were a separate State. AIRFRANCE and DELTA lease substantial commercial space at IAD from the Metropolitan Washington Airports Authority, operate regular passenger and cargo flights to and from IAD, employ numerous employees at and around IAD, and regularly solicit business from the citizens of this District. Moreover, with respect to AIRFRANCE, §1391(c)(3) states that a foreign entity such as AIRFRANCE "may be sued in any judicial district."

Intradistrict Venue

For the reasons set forth in the preceding section and in Local Civil Rule 3(C), venue is proper in the Alexandria Division.

The Parties

1. Plaintiff, USMAN L. JALLOH, is an individual resident and citizen of College Park, Maryland, and has been at all times relevant hereto.

2. Defendant AIR FRANCE-KLM, S.A. is a Franco-Dutch holding company incorporated under the laws of France, and is a corporate citizen of France.

3. Defendant AIR FRANCE is a wholly-owned subsidiary of Defendant AIR FRANCE-KLM, S.A. incorporated under the laws of France, and is a corporate citizen of France.

1 itinerary were marketed and sold as DELTA flights, bearing DELTA flight numbers. All but the first
2 flight were operated by AIRFRANCE.

3 9. Several hours after the flight departed from CDG, while it was *en route* to IAD,
4 Plaintiff walked from his assigned seat to the aft section of the aircraft, for the purpose of using one
5 of the aircraft's lavatories located in the aft end of the aircraft. The lavatories were located in the
6 same general area as a service galley. When he arrived at the aft end of the aircraft, Plaintiff found
7 several members of the flight's cabin crew, all of whom were employees of AIRFRANCE and acting
8 within the course and scope of their employment, congregating in the galley area. In order to reach
9 the lavatory, Plaintiff had to move in close proximity to the crew members. As Plaintiff passed
10 behind one of the crew members, that crew member suddenly and without warning extended his leg
11 into Plaintiff's path, tripping Plaintiff and causing him to fall face first onto the aircraft's floor.
12

13
14 10. The resulting fall caused injuries to Plaintiff's neck, his elbows, his knees, and other
15 parts of his body. Plaintiff had to apply ice packs to his injuries for the remainder of the flight, and he
16 had to be removed from the aircraft by wheelchair when the flight landed at CDG.
17

18 11. The trip caused by the crew member's suddenly extended leg and the resulting fall to
19 the aircraft's floor constituted an unexpected and unusual event that was external to Plaintiff. It was
20 therefore an "accident" that occurred on board the aircraft within the meaning of Article 17(1) of the
21 Montreal Convention. Plaintiff, a passenger, sustained bodily injuries that were caused by the
22 accident.
23

24 12. Pursuant to Article 17(1), "the carrier is liable for damage sustained in case of . . .
25 bodily injury of a passenger upon condition only that the accident which caused the . . . injury took
26 place on board the aircraft or in the course of any of the operations of embarking or disembarking."
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28

1 Plaintiff is not required to prove any negligence on the part of the carrier or its employees in order to
2 recover damages under Article 17(1).

3 13. Unlike its predecessor treaty, the Warsaw Convention of 1929, the Montreal
4 Convention does not apply any limitations or reductions to the amount that Plaintiff may recover,
5 unless the carrier succeeds in proving certain affirmative defenses outlined in the treaty.
6

7 14. Under Articles 40 and 41 of the Montreal Convention, both DELTA (the “contracting
8 carrier”) and AIRFRANCE (the “actual carrier”) are liable to Plaintiff for the injuries he suffered on
9 the flight operated by AIRFRANCE. The language of the treaty provides that DELTA is liable “for
10 the whole of the carriage contemplated by the contract,” and AIRFRANCE is liable “solely for the
11 carriage which it perform[ed].” *See* Art. 40. Thus, AIRFRANCE and DELTA are jointly and
12 severally liable for the injuries that resulted from the accident on board the DELTA flight that was
13 operated by AIRFRANCE.
14

15 15. As a result of the accident and his aforesaid injuries, Plaintiff suffered great pain and
16 discomfort, disfigurement, embarrassment and mental anguish. To the extent that his injuries are
17 permanent in nature, he will continue to suffer pain, discomfort, disfigurement, embarrassment and
18 mental anguish for the remainder of his life. He has also suffered economic losses resulting from the
19 accident, in the form of loss of income, loss of earning capacity, and expenses of his medical
20 treatment.
21

22 16. Plaintiff is entitled to fair compensation from Defendants for his physical injuries, the
23 associated mental distress and anxiety, his pain and suffering and embarrassment, the discomfort,
24 inconvenience and other *sequelae* of his injuries, his economic losses, as well as any and all
25 permanent effects of such injuries, under the strict liability terms of the Montreal Convention.
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17. No negligence, wrongful act or omission by Plaintiff contributed in any way to the injuries and/or damages that he sustained.

WHEREFORE, Plaintiff USMAN L. JALLOH demands judgment against Defendants, AIR FRANCE-KLM, S.A., AIR FRANCE and DELTA AIR LINES, INC., jointly and severally, in an amount to be determined by the jury but not less than THREE HUNDRED THOUSAND DOLLARS (\$300,000.00), as permitted by the language of the Montreal Convention, as amended, plus pre-judgment interest from February 26, 2020 and post-judgment interest and his costs of this action, together with such other and further relief as the Court and/or jury shall deem just.

PLAINTIFF DEMANDS TRIAL BY JURY.

DATED this 18 th day of June, 2021.

s/ John D. McKay
John D. McKay
Counsel for Plaintiff